



John L. Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MAYOR STEPHEN WOODS

NEWINGTON TOWN COUNCIL

Conf. Room L-101 (Lower Level) – Town Hall
131 Cedar Street

AGENDA

November 26, 2013

7:00 P.M.

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- I. PLEDGE OF ALLEGIANCE
 - II. ROLL CALL
 - III. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone**)
 - IV. REMARKS BY COUNCILORS
 - V. CONSIDERATION OF NEW BUSINESS (**Action May Be Taken Only by Waiving the Rules.**)
 - A. Discussion: 2014 Small Cities Block Grant
 - B. American Medical Response Contract
 - C. State Easement at Routes 175 and 176 (Town Center Green)
 - D. Town Council Goal Setting Session – January 2014 Date and Format
 - VI. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
 - A. Development Commission
 1. Accept the resignation of Paul Vessella
 2. Appoint a replacement
 - B. Zoning Board of Appeals
 1. Accept the resignation of Paul Vessella (alternate)
 2. Appoint a replacement
 - C. Appointments to Boards and Commissions
 1. Affordable Age-Restricted Housing Study Committee
 2. Affordable Housing Monitoring Agency
 3. Commission on Aging and Disabled
 4. Board of Assessment Appeals
 5. Balf-Town Committee
 6. Board of Education Roof Replacement Project Building Committee
 7. Building Code Board of Appeals
 8. Capitol Region Council of Governments
 9. CCHD Board of Health
 10. CIP Committee

Phone: (860) 665-8510 Fax: (860) 665-8507
townmanager@newingtonct.gov
www.newingtonct.gov

11. Committee on Community Safety
12. Conservation Commission
13. Development Commission
14. Downtown Revitalization Committee
15. Employee Insurance & Pension Benefits Committee
16. Environmental Quality Commission
17. Board of Ethics
18. Fair Rent Commission
19. Newington Housing Authority
20. Open Space Committee
21. Human Rights Commission
22. Library Board of Directors
23. Newington School Career Technical Program Renovation Project Building Committee
24. Open Space Committee
25. Board of Parks and Recreation
26. School Code Compliance Committee
27. School Improvements Project Building Committee
28. Senior & Disabled Center Roof Replacement Project Building Committee
29. Standing Insurance Committee
30. Town Hall Renovation Project Building Committee
31. Town Plan & Zoning Commission
32. Tri-Town Community Cable Access
33. Vehicle Appeals Board
34. West Meadow Cemetery Expansion Project Building Committee
35. Zoning Board of Appeals

VII. TAX REFUNDS (**Action Requested**)

VIII. MINUTES OF PREVIOUS MEETINGS (**Action Requested**)

- A. Regular Meeting, October 22, 2013

IX. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER, OTHER TOWN AGENCIES AND OFFICIALS, OTHER GOVERNMENTAL AGENCIES AND OFFICIALS AND THE PUBLIC

X. COUNCIL LIAISON/COMMITTEE REPORTS

XI. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)

XII. REMARKS BY COUNCILORS

XIII. EXECUTIVE SESSION RE: COLLECTIVE BARGAINING CONTRACTUAL AGREEMENT

XIV. ADJOURNMENT



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: November 21, 2013
Re: 2014 Small Cities Block Grant

In fiscal year 2013, the town completed the most recent Small Cities Block Grant. This block grant included a parking lot on Mill Street, the improvements of Mill Street for accessing the new senior housing and certain infrastructure improvements to the Newington Housing Authority senior housing on Mill Street.

Since we have completed and closed out the grant, the Town is now eligible to apply for a new grant from the federal government, which is administered by the Dept. Of Economic And Community Development of the state of Connecticut. The Newington Housing Authority cannot directly apply for a grant from the Small Cities Block Grant Program. The Town would have to apply on behalf of the Newington Housing Authority. We believe that a grant on behalf of the Newington Housing Authority could be utilize to upgrade the housing units owned by the Authority.

The grant would be in excess of \$500,000 and would be passed through for housing rehabilitation of their units. The grant application has to be submitted by April of 2014. Much work would have to be done by the Housing Authority to secure the grant. If the Town Council is in general agreement with this concept, I will contact the Housing Authority to begin the process.

No decisions by the Town Council are necessary at this time. A later date, the Town Council will be asked to approve the grant application on behalf of the Newington Housing Authority.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: November 21, 2013
Re: AMR Contract

The Town of Newington contracts with American Medical Response (AMR) for paramedic ambulance service to the Town. The contract expired on July 1, 2013 and has since operated on a month-to-month basis. The proposed contract would be renewed for the terms outlined in the contract documents.

The EMS committee has worked with AMR to provide a no-cost contract to the town which continues the relationship of the prior contract. The EMS committee unanimously recommends said contract. Members of the EMS committee will be attending the November 26 Town Council meeting to discuss the details of said proposed contract.

Attach.

CONTRACT FOR PROVISION OF COMMERCIAL AMBULANCE / PARAMEDIC
SERVICE FOR THE TOWN OF NEWINGTON

The Town of Newington (hereinafter referred to as the Town), a municipal corporation, acting through its Town Manager, John Salomone, duly authorized, and the Newington Volunteer Ambulance Corps, Inc., a not for profit corporation organized under the laws of the State of Connecticut, (hereinafter referred to as “NVA”), acting through its president, Donald Brown, duly authorized, and American Medical Response, Inc. (hereinafter called “Provider”), acting through its Agent, Charles Babson, Vice President of Operations, duly authorized, hereby agree to the following:

1. DEFINITIONS

- A. Emergency Call: Emergency call means any call routed through the 911 Dispatcher as an EMERGENCY RESPONSE based upon EMD criteria.
- B. Response Time: The total measure of time from notification to the EMS provider that an emergency exists, to arrival of the EMS provider on scene, and is the total of “dispatch time” and “arrival time.” The Newington Public Safety Officials shall also notify dispatchers of the Provider’s arrival and the dispatcher will record that time. The recorded time by the public safety dispatcher shall be deemed the official “response time.” Unless one or more of the special circumstances set forth in Paragraph 3(D) hereof are found to exist, the maximum allowable response time to any call shall in no event be more than five (5) minutes of the maximum time allowed for said call.
- C. EMS Committee: The EMS Committee is a committee established by the Town of Newington for the purpose of evaluating, overseeing, and maintaining quality of service of emergency medical services (i.e. Basic Transport, Intermediate and Paramedic Level) to the residents and visitors of the Town.
- D. Basic Service: An Emergency Medical Services Provider, who provides immediate and/or life saving transportation and medical care away from a hospital to a victim of sudden illness or injury. The basic service unit shall be staffed with a minimum of two (2) Emergency Medical Technicians (EMT).
- E. Advanced Service: An Emergency Medical Services Provider, who provides immediate and /or life saving transportation and medical care away from a hospital to a victim of sudden illness or injury. The advanced service shall provide at a minimum skill level of one (1) EMT and one (1) AEMT
- F. Paramedic Service: An Emergency Medical Services Provider, who provides immediate and /or life saving transportation and medical care away from a hospital to a victim of sudden illness or injury. This level of care shall be provided with a minimum of one (1) Paramedic and one (1) EMT or a “Mobile Intensive Care Intercept Unit” staffed with one (1) Paramedic.
- G. Response Codes: All Emergency Medical Service Providers, shall provide two (2) levels of response to all calls for service. The Response codes will be:

Emergency- as described in the Emergency Medical Dispatch program or identified by the Town Representative.

Non-Emergency- as described in the Emergency Medical Dispatch program or identified by the Town Representative.

Any call not given a response code by the Town Representative will default to an EMERGENCY RESPONSE.

- H. EMS: Emergency Medical Services
- I. Town Representative: Dispatcher, Public Safety Official or any other individual, duly appointed by the Town to authorize or request emergency response.
- J. Multi-tiered Response: A response system involving the use of levels of care, i.e. emergency medical responders, basic, advanced and paramedic.
- K. Mass Casualty: As defined by the Newington Emergency Mass Casualty Plan.
- L. EMD: Emergency Medical Dispatch as defined by CT General Statute 28-25b(g) effective July 1, 2004 to provide Medical Interrogation, Dispatch Prioritization, and Pre-arrival Instruction utilizing a medically approved EMD Priority Reference System. (See attached Medical Priority Dispatch Codes)

2. SCOPE OF SERVICE

- A. All services performed under this agreement by the Provider shall be performed under the general direction of the EMS Committee and in consultation with the "NVA."
- B. The Provider shall deliver back-up and supplemental services to the Newington Volunteer Ambulance Corps. This back-up service must meet the requirements of sections three and four of this contract. Section seventeen of this contract shall also apply to this back-up service.
- C. The Provider shall deliver advanced life support service (paramedic level) to the residents and visitors of the Town by requiring that paramedic vehicles be responders on all emergency calls, 24 hours/day, 7 days/week, 52 weeks/year, unless it is clear to the dispatcher, based on EMD, that paramedic service is not required.
- D. To fulfill the above obligation, the Provider shall provide and operate a sufficient number of adequately staffed and equipped vehicles to perform the terms of this contract as required herein. The provider shall maintain in its vehicles up-to-date road maps of the Newington area. Personnel shall be fully familiar with the location of all area hospitals and main routes thereto, as well as elderly housing sites and convalescent facilities in the Town and the Hartford Regional Center.
- E. EMS will be provided whenever and wherever the Town's Public Safety Departments or any duly authorized individual, in the performance of his/her duty, deems that EMS is required by an individual(s) within the Town.
- F. The Provider shall comply in every respect with regulations promulgated by the State of Connecticut through the Department of Public Health.
- G. The Provider shall provide an adequate level of service (basic, advanced, or paramedic) as required for each request of service by the Town Representative.
- H. The Provider shall provide the Town and the EMS Committee with copies of its signed mutual aid agreement, which shall list at least two area paramedic back-up services available to the Provider. All back-up services shall maintain in their vehicles up-to-date road maps of the Newington area. Personnel shall be fully familiar with the location of all area hospitals and main routes thereto, as well as

elderly housing sites and convalescent facilities in the Town and the Hartford Regional Center.

3. PARAMEDIC SERVICE

- A. Service: The Provider shall deliver paramedic services to the residents and businesses of the Town 24 hours/day, 7 days/week, 52 weeks/year.
- B. Vehicles: To fulfill the above obligation, the Provider shall provide and operate a sufficient number of adequately staffed and equipped vehicles to perform the terms of this contract as required herein. Vehicles acceptable to this contract shall consist of a Paramedic Intercept Vehicle with minimum staffing of a licensed Paramedic, or an ambulance with a minimum staffing of a licensed Paramedic and an Emergency Medical Technician.
- C. Equipment: The Provider shall provide all necessary and required equipment including, but not limited to, medical equipment (i.e., paramedic equipment, medications, etc.), safety equipment (light bars, sirens, etc.) and communications equipment. All such equipment shall meet the requirements of State Statutes, CT Department of Public Health regulations and requirements, as well as those requirements that may be set forth by the sponsor hospital(s).
- D. Response Time: The Provider shall meet the requirements established below when a request for service is received by the Provider from the Town Representative.

EMERGENCY RESPONSE – Nine (9) minutes for the first two (2) calls received in the Town within sixty (60) minutes, twelve (12) minutes for the third & fourth call received in Town within sixty (60) minutes. When a fifth call is received in Town within sixty (60) minutes, a system overload will have been met.

NON-EMERGENCY RESPONSE – Fifteen (15) minutes for the first two (2) calls received in Town within sixty (60) minutes, 18 minutes for the third & fourth call received in Town within sixty (60) minutes. When a fifth call is received in Town within sixty (60) minutes, system overload will have been met.

Unless one or more of the special circumstances set forth in the following paragraph are found to exist, in no event shall the Provider's response time to a call be in excess of five (5) minutes of the maximum time allowed.

The Provider shall not be considered as failing to meet these response times if:

- 1. The Town's dispatchers or authorized representatives give the provider an incorrect address to which to respond;
- 2. Weather or traffic conditions at the time of the call are so severe as to impede the emergency vehicle's response;
- 3. During response the emergency vehicle is involved in a traffic accident of such nature and severity as to prevent it from reaching the scene; and/or

Should more than four (4) calls for EMS be received in the Town within sixty (60) minutes, system overload will have been met. In that event, all subsequent calls received within sixty (60) minutes shall not be subject to the aforementioned response time requirements. Once system overload has been reached, the Provider must alert the police dispatchers in the Town and its back-up services to allow the dispatchers to take appropriate action until the Provider clears some of the calls in the district.

In the event of a mass casualty, as defined by Newington Mass Casualty Plan, it shall be the Provider's and the Town's responsibility to contact C-MED to alert it of same and to allow Newington's Mass Casualty Plan to be implemented.

Except as otherwise specifically provided, response time to a call shall not exceed the maximum allowable time for 90% of all calls in the Town each month.

In the event a response time exceeds the limits specified, the Provider shall meet with the EMS Committee to review the reasons for failure to respond within the specified time interval. In the event that a response time exceeds the limits specified, the Provider shall also be subject to the Penalties set forth in Paragraph 17 hereof.

4. AMBULANCE SERVICE

- A. Service: The Provider shall provide equal level of emergency medical service and transport as provided by the volunteer ambulance service to the Town during the hours that the volunteer ambulance company is not available (Monday-Friday, 6:00 a.m. – 6:00 p.m.). The Provider shall also provide equal level back-up services to the volunteer ambulance company during its hours of operations (Monday-Friday, 6:00 p.m. – 6:00 a.m., Saturday, Sunday and holidays).
- B. Vehicles: The Provider shall provide and operate a sufficient number of adequately staffed and equipped vehicles to perform the terms of this contract as required herein.
- C. Equipment: The Provider shall ensure that all of its ambulances and vehicles are equipped as per Connecticut State Statutes and CT Department of Public Health regulations (i.e., medical equipment, safety equipment and communications equipment).
- D. Response Time: For emergency medical services / life threatening emergencies for which an Emergency Response is required, the time interval from the time the dispatcher requests the Provider's service to the time the Provider arrives at the scene of an emergency shall not exceed:

EMERGENCY RESPONSE – Nine (9) minutes for the first two (2) calls received in the Town within sixty (60) minutes, twelve (12) minutes for the third & fourth call received in Town within sixty (60) minutes. When a fifth call is received in Town within sixty (60) minutes, a system overload will have been met.

For calls not requiring an Emergency Response, the response times shall not exceed the following limits:

NON-EMERGENCY RESPONSE – Fifteen (15) minutes for the first two (2) calls received in Town within sixty (60) minutes, eighteen (18) minutes for the third & fourth call received in Town within sixty (60) minutes. When a fifth call is received in Town within sixty (60) minutes, system overload will have been met.

Unless one or more of the special circumstances set forth in Paragraph 3(D) are found to exist, in no event shall the Provider's response time to a call be in excess of five (5) minutes of the maximum time allowed. The same response time conditions and requirements set forth in Paragraph 3(D) are applicable herein.

Should more than four (4) calls for EMS be received in the Town within sixty (60) minutes, system overload will have been met. In that event, all subsequent calls received within sixty (60) minutes shall not be subject to the aforementioned response time requirements. Once system overload has been reached, the Provider must alert the police dispatchers in the Town and its back-up services to allow the dispatchers to take appropriate action until the Provider clears come of the calls in the district.

In the event of a mass casualty, as defined in by Newington Mass Casualty Plan, it shall be the Provider's and the Towns' responsibility to contact C-MED to alert it of same and to allow Newington's Mass Casualty Plan to be implemented.

Except as otherwise specifically provided, response time to a call shall not exceed the maximum allowable time for 90% of all calls in the Town each month.

In the event a response time exceeds the limits specified, the Provider shall meet with the EMS Committee to review the reasons for failure to respond within the specified time interval. In the event that a response time exceeds the limits specified, the Provider shall also be subject to the Penalties set forth in Paragraph 17 hereof.

5. CERTIFICATION

The Provider shall be certified by the State of Connecticut Department of Public Health as a provider of Paramedic, Advanced, and Basic Ambulance Services.

The Provider shall also establish and maintain sponsorship from at least one (1) hospital in the North Central EMS Region.

6. COMMUNICATION SYSTEM

The Provider shall maintain an effective and efficient medical communications system that shall be approved by the EMS Committee. This system shall provide:

- A. operational communications capabilities among all Provider's vehicles, volunteer ambulances and dispatch centers operating in the Town.

- B. a dedicated telephone line between the Provider's district base of operation and the Town's emergency response dispatch centers.
- C. Portable radios or cellular phones that are fully compatible with the communications system of C-MED North Central. The medical communications system shall be fully compatible with the communications systems of C-MED North Central.

The Provider shall also:

- A. sign on over the designated EMS channel with the Town's police dispatcher at the beginning of every dispatched call and arrival at scene,
- B. monitor the radio frequency of the designated EMS channel when dispatched to a call at all times.

The Town will pay its annual C-MED assessment.

7. EQUIPMENT REPAIR MAINTENANCE

Provider shall make provisions for regular schedule of preventative maintenance of each vehicle for the purpose of ensuring the high standards of operation in providing safety for persons transported thereon. Provider shall have back-up ambulances and/or paramedic vehicles available for use when one of its regular vehicles is out of service to ensure that the response requirements of this contract shall be met at all times. The Provider, upon request, shall submit to the EMS Committee its preventative maintenance program for the Committee's approval.

8. MEDICAL PROTOCOLS AND ACCOUNTABILITY

- A. Provider agrees to maintain membership in the North Central Connecticut Regional EMS Council and to participate in and cooperate with the programs of this Council.
- B. Medical protocols shall be in writing and documented for all emergencies.
- C. The Provider shall be responsible for assuring that medical audits (medical control reviews) are performed regularly by the sponsor hospital.
- D. The findings and recommendations from the aforementioned audit shall be followed by the Provider, including, but not limited to, in-service training for staff, equipment deletions or additions, a change in medical protocols, and/or suspension or termination of personnel. These finding and recommendations shall be submitted to the EMS Committee on a timely basis.
- E. The Provider recognizes that the EMS Committee has the right to acquire information directly from the sponsor hospital and/or the company's medical advisor in regard to issues relating to medical quality assurance. Any information gathered and/or shared shall be in conformance with HIPAA (Health Insurance Portability and Accountability Act)
- F. The Provider shall be subject to periodic, unannounced checks to make sure that they are complying with all personnel and vehicle requirements of the contract. Any agent of the Town can do such checks, and the results of any such checks shall be provided to the EMS Committee. An agent is identified as any Town police officer, any member of the EMS Committee, and a designated

representative from the volunteer ambulance group. With respect to the volunteer ambulance association, the representative shall be an officer or designee of his or her association as determined by the group.

9. RECORDS

A. The Provider shall maintain accurate and complete records of emergency medical service calls within the Town. On a monthly basis, unless requested more frequently, the Provider shall make these records available to representatives of the EMS Committee. Said records shall include the following:

1. Date and time call was dispatched to Provider
2. Call location
3. Priority of call
4. Time responding vehicle becomes activated
5. The time responding vehicle arrives on the scene
6. Hospital transporting to
7. Time leaving scene
8. Time arriving hospital

The Provider shall forward a report to the Town Manager, PSAP Director and the EMS Committee, each month, listing the number of Emergency and Non-Emergency responses.

B. Financial: Upon receipt of reasonable notice, the Provider shall make available to the EMS Committee, or its authorized agents, or its independent auditors, financial records that pertain to performance of services pursuant to this contract. Such records shall include, but not limited to, payroll, purchase supplies, equipment, administrative costs, services complaints, personnel records, copies of bills sent to patients.

10. ORIENTATION

A. Provider shall provide orientation for all dispatchers in the Town's EMS System. Sessions will be held for all shifts so that all emergency dispatchers will understand the operations of the system.

B. Provider and EMS Committee shall hold orientation session for all volunteer ambulance personnel.

11. HOUSING

The Provider shall be responsible to arrange for the housing of its personnel and equipment. Neither the Town nor the "NVA" shall have any responsibility to do so.

12. FIRE/POLICE DEPARTMENT STAND-BY

A paramedic unit shall respond to fires, hazardous materials incidents or other types of incidents as required. The Provider shall be dispatched through the Town's Police Department at the request of the Incident Commander in charge of the incident,

unless otherwise designated, and shall remain on location until released by such individual. The Incident Commander shall make the determination of whether a paramedic transport ambulance is required, unless otherwise delegated.

13. CONTRACT IMPLEMENTATION/COMPENSATION

- A. Company responsible for costs: Except as explicitly provided by this contract, the Provider is responsible for all costs associated with the provision of all services pursuant to this contract.
- B. EMS Subsidy: During the life of this contract there shall be no subsidy provided to the Provider by the Town or “NVA.”
- C. Revenue/Patient Billing: In situations requiring response and emergency medical services by the Provider during the hours of operation during which the volunteer ambulance association is not available or when said volunteers do not respond to a particular call, the Provider may bill patients in accordance with the rates approved for the Provider by the CT Department of Public Health. When billing a patient, Provider agrees to do so in conformity with the usual and proper method of billing required or accepted under various reimbursement plans.
In situations requiring response and emergency medical services by the volunteer ambulance association, either with or without services rendered to a patient(s) during the call by the Provider, only the responding volunteer ambulance group may bill the patient (s) in accordance with rates approved for those groups by CT Department of Public Health. The Provider must accept the agreed upon rate based on the State allowed Advanced Life Support fees for the volunteer ambulance services from the billing agency. The Provider shall not receive any reimbursement for a paramedic intervention from the responding volunteer service unless said volunteer service receives payment for that paramedic intervention. No intercept fee shall be chargeable.
- D. No Other Charges Billable to the Town or “NVA”: Neither the Town nor “NVA” shall be responsible for any costs or charges and the Provider shall not bill the Town or “NVA” for any other cost, charges, or other items, other than the allowable paramedic charges. The limitation on the Town’s and “NVA’s” responsibility for charges and costs includes, but is not limited to, calls by the Police Department to transport prisoners in police holds, and the Provider agrees to provide paramedic and transport service to prisoners in police hold at no charge to the Town. The Town shall cooperate with the Provider in seeking information from prisoners to permit reimbursement to Provider from General Assistance or other programs.
- E. Town or “NVA” Not Responsible for Patient Bills: The Town and “NVA” shall not be responsible for individual patient bills, including incarcerated individuals as herein before provided, except that the Provider may be reimbursed for services provided to persons eligible for General Assistance upon filing of all appropriate applications.
- F. Relationship of the Parties: While engaged in carrying out and complying with the terms and conditions of this contract, the Provider is an independent contractor and not an officer, employee or agent of the Town or “NVA.” The Provider shall not at any time or in any manner represent that it or any of its agents or employees is/are agents or employees of the Town or “NVA.” It is mutually agreed that this contract is an agreement and that, as such, the Provider

and its agents, servants, and/or employees shall not be entitled to any employment benefits from the Town or “NVA” such as, but not limited to, vacation pay, sick leave, insurance benefits, workers’ compensation, pension, and retirement benefits.

- G. Designation of Manager: The Provider shall designate an individual to manage the provision of services pursuant to this contract. This individual shall be responsible for overseeing all administrative and medical requirements and shall be responsible for assuring that all citizen and/or EMS complaints are addressed.

14. EMS COMMITTEE

The Provider shall cooperate with the EMS Committee and attend Committee meetings when required.

15. INDEMNIFICATION

The Provider shall indemnify and hold harmless the Town of Newington, its officials, officers, employees, contractors, boards and commissions, and “NVA” from and against all suits, actions, proceedings, claims, losses, damages, costs and expenses, including, but not limited to, physical damage to property and injuries and death to persons, and including reasonable attorney’s fees and disbursements incurred or arising out of any wrongful, intentional, or negligent act or omission by the Provider or any of the Provider’s agents, employees, contractors, and similar personnel. This indemnification shall include claim for benefits under the Workers’ Compensation laws or unemployment compensation legislation. Unless otherwise required by the terms of Provider’s insurance policies, the Town shall have the right to select an attorney to defend any suit against the Town. “NVA” has the right to select an attorney to defend any suit against “NVA.” This indemnification shall not be limited by any insurance the Provider may have.

16. INSURANCE

Provider shall maintain comprehensive General Liability Insurance with umbrella protection, with limits of at least five million dollars (\$5,000,000.00), combined single limit with a carrier licensed to do business in the State of Connecticut. Said insurance shall be reviewed annually by the Town’s Insurance Agent of Record. Provider shall maintain required Workers’ Compensation and Unemployment Compensation for its employees as required by the State of Connecticut. Provider shall submit certificates of said insurance to the Town each year no later than thirty (30) days prior to the anniversary date of the contract. The Town of Newington and “NVA” will be named as additional insured on aforementioned policies. The termination or lapse of any proper and effective insurance policy at any time during the course of the contract shall be sufficient cause for the Town to terminate this contract immediately notwithstanding the provisions of this contract.

17. PENALTIES

- A. There shall be a penalty in the amount of two hundred and fifty dollars (\$250.00) for lack of a paramedic and/or ambulance response to each call where a paramedic and/or ambulance is required but not available.

- B. A penalty of two hundred and fifty dollars (\$250.00) per call shall be imposed on the Provider by the EMS Committee for each call beyond the 90% allowable monthly compliance as determined on the last day of the calendar month. As stated in Paragraph 3(D) and 4(D), response time shall not exceed the maximum allowable response time for 90% of all calls in the Town each month. Example – 200 calls during month 90% = 180 calls (20 late responses) must not have exceeded the maximum allowable response time. (A penalty shall be imposed on calls 21, 22, 23, etc.) Said penalties shall be paid to the Town Finance Department and credited to the Town General Fund.
- C. In the event that the Provider's response time to a call is in excess of five (5) minutes of the maximum time allowed for that call, a fine of two hundred and fifty dollars (\$250.00) shall be imposed upon the Provider, assuming that none of the special circumstances set forth in Paragraphs 3(D) and 4(D) hereof exist. In the event the response time is in excess of ten (10) minutes of the maximum time allowed for that call, a fine of five hundred dollars (\$500.00) shall be imposed upon the Provider, assuming that none of the special circumstances set forth in Paragraphs 3(D) and 4(D) hereof exist.
- D. These penalties are in addition to any other rights or remedies the Town may assert pursuant to the provisions of this contract.

18. CHANGE IN LAW

If State law and regulations change so that providers of emergency medical services are required to provide paramedic service and if other communities thereby receive such paramedic services at no additional costs, and/or if ambulance and paramedic rates are adjusted to reflect this changed law or regulations and/or to reflect more accurately the costs of providing paramedic service, then the Town and the Provider shall renegotiate the terms of this contract.

19. REMEDIES AND SANCTIONS FOR BREACH OR DEFAULT, LIQUIDATED DAMAGES, EXCLUSIVE REMEDIES

- A. Termination upon notice: In view of the direct relationship which the services under this contract have to the public health and safety of citizens of the Town, the Provider acknowledges that it understands that the Town and the EMS Committee are fully justified in requiring strict adherence and compliance to all terms of the contract to be performed by the Provider. Should the Provider breach any term or condition or provision of the contract and fail to correct, remedy or remove the condition that constitutes such breach within thirty (30) days after written notice of such breach has been given it by the EMS Committee, or if the Provider has become insolvent or a receiver or receivers are appointed for it, or it makes an assignment for the benefit of its creditors, and such insolvency is not remedied or such receivership or assignment is not vacated within thirty (30) days, the Committee may recommend to the Town Council the termination of this contract. By vote of the Town Council, the agreement will be deemed terminated for the Town. The Town Manager shall terminate this contract upon the aforesaid vote of the Town Council and the Provider shall cease and desist from responding to calls from the Town upon the date relayed to it by the Town Manager of the

Town. Such rights of termination shall be in addition to any other rights or remedies provided pursuant to this contract.

B. Default by Provider: Should the Provider violate any term or condition of this contract or any condition incorporated herein and if:

1. the breach is of a regulatory violation and is a continuing one, and the Provider does not cure it within five (5) days of written notice from the Town; or
2. the violation cannot be cured but is capable of repetition and reoccurs within ten (10) days, then the EMS Committee shall recommend to impose any or all of the following sanctions or remedies, in addition to any or all sanctions or remedies created under this contract, which actions or remedies shall be the exclusive sanction or remedies that the Town Manager may select to impose. The Town Manager may impose such sanctions or elect from such remedies in combination, individually, cumulatively, progressively, or in any order.
 - a. For those violations not covered by other sections of this contract, the Town Manager, upon recommendation from the EMS Committee, may assess a penalty of from two hundred and fifty dollars (\$250.00) to one thousand five hundred dollars (\$1,500.00) for each violation or breach.
 - b. Due to the fact that damages would be difficult to estimate, within twenty (20) days following the notice of award, the Provider agrees to provide the Town with an irrevocable Letter of Credit from a banking institution in the amount equal to twenty-five thousand dollars (\$25,000) as a guarantee that the terms of the contract shall be complied with in every detail.

In the alternative, within twenty (20) days following the notice of award, the Provider may furnish a Performance Bond to the Town Manager for the duration of the contract, covering faithful performance of the contract and payment of all obligations arising thereunder. Such bond shall be equal to twenty-five thousand dollars (\$25,000) as a guarantee that the terms of the contract shall be complied with in every detail. This bond shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has a Best's rating of "A" or better. This bond shall clearly state that, upon default by the Provider, the Surety Company shall pay all obligations associated with this contract that are outstanding.

Either the above letter of credit or a bond shall be provided in case the Provider defaults under this contract requiring termination of this contract before the end of the term hereof, as liquidated damages and not as a penalty for such breach.

20. NO ASSIGNMENTS/SUBCONTRACTS

No party without the written approval of the other parties may assign this contract. The Provider may not subcontract to another provider, association, organization or

person in order to fulfill the requirements of this contract without the prior written consent of the Town, which consent shall not be unreasonably withheld.

21. SALE OF COMPANY

The Town reserves the right, should more than fifty percent (50%) of the stock of the company who is a party to this contract be sold or transferred, or if significant assets and liabilities of the company are sold, to terminate this contract upon sixty (60) days written notice to the Provider without penalty on the part of the Provider.

22. INSOLVENCY OR BANKRUPTCY

If the company petitions any court for bankruptcy or reorganization or is placed under receivership, or if any assignment of its property shall be made for the benefit of creditors, or in the event of any other act of insolvency, the Town may lawfully, at its option, immediately or at any time thereafter, without demand or notice, cancel this contract without prejudice to any other remedy which might be used.

23. FUTURE AMBULANCE/PARAMEDIC SERVICES

The parties understand that they are under no obligation with regard to the provision of emergency ambulance or paramedic service beyond the term of this contract. The Provider recognizes that the Town may contract with another provider, a new non-profit corporation or may provide the services itself following said contract period. The Provider will not in any way use the existence of this contract nor the provision of services thereunder in any proceedings before State Dept. of Public Health or any other State/Federal or local agency which may occur should the Town decide to provide paramedic or emergency ambulance service in another way following this contract period.

24. NON-DISCRIMINATION

The Provider agrees and warrants that in the performance of this contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, or national origin in any manner prohibited by the law of the United States, State of Connecticut or Town of Newington.

25. APPLICABLE LAWS AND PERMITS

The Provider shall comply with all applicable local, State or Federal laws and regulations, and it shall be the obligation of the Provider to apply for any and all necessary permits, approvals, licenses, and the like, with the exception of the R-2 & R-5 licenses that the "NVA" currently holds. In the event that the provisions of this contract differ from applicable statutory or regulatory provisions, the more stringent requirements of said statutes, regulations or this contract should apply. The Town retains all rights to proceed against the Provider for any violations that may occur.

26. JOINT AND SEVERAL LIABILITY

Whenever the context of this contract requires it, the masculine shall be deemed to embrace and include the feminine, and the singular shall be deemed to embrace and include the plural, and when more than one person or party executes this contract as the company, then each and all of the persons, firms or corporations executing this contract as the company, shall be deemed to have jointly and severally made and entered into all the covenants, promises and agreements herein contained and shall be jointly and severally liable, obligated and bound hereby.

27. AMENDMENT

This contract may be amended only in writing by mutual agreement of the parties.

28. DURATION OF CONTRACT

The contract shall commence on July 1, 2013 unless otherwise agreed upon between all parties. The contract shall automatically expire on June 30, 2015. If the Provider maintains an average yearly compliance rating of 93% the Town and NVA will automatically extend this contract with a two (2) year extension if the provider is in agreement. This extension can repeat every two (2) years as long as the Town, NVA, and the Provider are in agreement, wish to do so, and 93% compliance rating is met.

29. NOTICES

All written notices required to be given by the terms of this contract shall be mailed, certified, postage prepaid, to the parties as follows with copies to the Chief of the volunteer ambulance services:

A. To the Town:

John Salomone, Town Manager
Town Hall
131 Cedar Street
Newington, CT 06111

B. To the Provider:

American Medical Response, Inc.
130 Shield Street
West Hartford, CT 06110

C. Volunteer Ambulance Service:

President, Board of Directors
Newington Volunteer Ambulance Corps, Inc.
PO Box 310061
Newington, Connecticut 06131-0061

D. PSAP Director
Newington Police Department

131 Cedar Street
Newington, CT 06111

DRAFT

TOWN OF NEWINGTON

NEWINGTON VOLUNTEER AMBULANCE
CORPS, INC

BY: _____
John Salomone
Town Manager

BY: _____
Donald Brown
President, Board of Directors

Provider
AMERICAN MEDICAL RESPONSE, INC.

BY: _____
Charles Babson
Vice President of Operations

Witnesses: _____

DRAFT



John Salomone
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Office of Town Engineer

Christopher Greenlaw P.E.
Town Engineer

Memorandum

To: John Salomone, Town Manager
From: Christopher Greenlaw, Town Engineer
Date: November 21, 2013
Re: Proposed Property Acquisition – Easement(s)
State of Connecticut Project No. 171-356-001

The Connecticut Department of Transportation, “D.O.T.” is requesting a property acquisition “easement” at the intersection of Main Street (Rte #175) and East Cedar Street (Rte#176). The specific location is the northeast corner of the intersection at the center green (please refer to the Newington attached plan entitled “Town of Newington, Map Showing easement Acquired from Town of Newington by The State of Connecticut, Department of Transportation, Route 175 (East Cedar Street) at Route 176 (Main Street), Scale 1”=10, May 2013). The D.O.T. depicts two easements on the map noted as “Defined Easement for Highway Purposes” and “Defined Traffic Easement”. Both easement areas are very small 519 sq. ft. and 371 sq. ft. respectively and both easements specify “Rights” for the D.O.T. to maintain or upgrade their existing highway and traffic infrastructure. It’s important to note that the highway and traffic related appurtenances currently exist with no easement; therefore a plan review by the Engineering Department became the impetus for the D.O.T. to formally document the land acquisition. As with any land acquisition, the D.O.T. has performed an appraisal (via Rights of Way Department) and has determined an appropriate value “offer” for the use of the land (refer to attached). The Town of Newington will remain the owner of the property encumbered only by utility improvements on or above the ground to facilitate highway\traffic purposes.

**TOWN OF NEWINGTON
DEFINED EASEMENT FOR HIGHWAY PURPOSES
AREA = 519 ± SQ.FT.**

EASEMENT FOR HIGHWAY PURPOSES AND APPURTENANCES THERETO ACQUIRED.

**DEFINED TRAFFIC EASEMENT
AREA = 371 ± SQ.FT.**

EASEMENT TO INSTALL AND MAINTAIN TRAFFIC SIGNALIZATION DEVICES AND APPURTENANCES THERETO ACQUIRED.

RIGHT TO REMOVE SPAN POLE

HD
ND)

PRESENT MAIN STREET - (CT ROUTE 176)

120' (CHD TO BEGINNING OF TRAFFIC EASEMENT)
149.71'(S) (CHD-CHD)
HIGHWAY LINE

ELEC OUTLET
SIGN
8" SAN SEWER
10" CHERRY

PROPOSED 2" RMC

LIMIT OF DEFINED EASEMENT (TRAFFIC)

PROPOSED SPAN POLE

PROPOSED 2" RMC

REMOVE EXISTING SPAN POLE

CONC WALK

FLAG POLE

SPAN

CONC

TRAFFIC EASEMENT (AREA)

Highway EASEMENT (AREA)

UPO NO#

121°
15'±
180°
36'±
51'±

125°

12'±
11'
GRAN. CURB
CHD
N/F

HH

48'±

HIGHWAY LINE

PED

GRAN. CUR

212'

Rte. 175 N CEDAR STREET

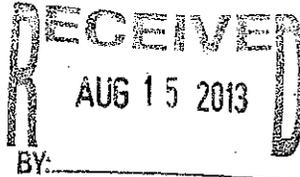
PRESENT



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2405



August 13, 2013

*Copy -
Assessor
Town of Newington*

PRIORITY MAIL

Mr. John Salomone
Town Manager
Town of Newington
131 Cedar Street
Newington, CT 06111-2644

Dear Mr. Salomone:

Subject: File No.: 171-356-001
Owner: Town of Newington
Town: Newington

The State of Connecticut is now acquiring property for the project known as Route 175 (Cedar Street & East Cedar Street) in the town of Newington. In connection therewith, we enclose our map, dated May 2013, detailing the acquisition of a defined easements for highway purposes and a defined traffic easement.

The State's offer, as evidenced by the enclosed offer letter, is \$4,200.00. This offer is based upon an estimate of compensation as prepared by the Office of Rights of Way.

Oral representations or promises made during the negotiation process are not binding on the Department of Transportation.

I am available to meet with you to review the offer, the construction plans, and answer any questions you may have. Please contact me at the above telephone number or address no later than September 6, 2013.

Very truly yours,

Mark J. Mickiewicz
Property Agent 2
Acquisition/Relocation
Office of Rights of Way

Enclosures



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2405

PRIORITY MAIL

DATE: August 13, 2013

OWNER: Town of Newington

PROPERTY FILE NO: 171-356-001

ADDRESS: 980 Main Street

TOWN: Newington

Pursuant to General Statute and as with respect to the project known as Route 175 (Cedar Street & East Cedar Street) at Route 176 (Main Street in the Town of Newington, the Commissioner of Transportation finds it necessary to acquire from you 0 square feet of land; 519± square foot defined easement for highway purposes and a 371± defined traffic easement as depicted on the attached map dated May 2013.

Compensation payable to you for the proposed acquisition and all legal damages to any remainder is as follows:

Value of land to be acquired:	\$0.00
Defined Easement for Highway Purposes:	\$3,204.83
Defined Traffic Easement:	482.30
Improvements:	<u>\$500.00</u>
Total damages:	\$4,200.00 (Rounded)

Building, structure and other improvements: Contributory value of brick walkway within easement area.

This offer is based upon an Estimate of Compensation for the subject property as prepared by the Office of Rights of Way. Should you wish to accept this offer, please review and execute page two of this offer letter.

If you have any questions regarding this matter, please contact Mark J. Mickiewicz at the telephone number or address shown above.

Very truly yours,

John P. Randazzo
Rights of Way Assistant Director
Connecticut Department of Transportation

Attachment: Taking Map

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

Property File No: 171-356-001

Owner: Town of Newington

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of \$4,200.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
- The owner will convey by instrument free and clear of all encumbrances, as of record appear.
- Payment will be made by Check of the Treasurer of the State of Connecticut at the date of closing.
- This agreement is subject to final approval(s).
- Pursuant to Section 13a-79 of the Connecticut General Statutes, as revised, payment of interest will commence ninety (90) days from the date of final agreement approval.
- Pending the delivery of a good and sufficient deed, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.

Owner Date

N/A

State Properties Review Board Date

FOR INTERNAL USE ONLY

revised: 10/3/07

Invoice Date: _____ Invoice #: _____ CORE P.O. #: _____ CORE Receipt #: _____

Payee: (Name & Address)

Payee's FEIN/SSN:

--

Invoice Amount:

\$4,200.00

Property Location:

980 Main Street Newington, CT 06111

Coded By: _____ Reviewed By: _____ Date: _____

FUND	SID	DeptID	Project No.	Activity	Source Type	Account	Parcel No.	Detail Amount
12062	22108	DOT57125	DOT01710356	RW0000	RW201	55470	001	\$4,200.00

RECEIVED CHECK NO. _____
IN THE AMOUNT OF \$ _____
IN PAYMENT OF ABOVE.

DATE _____

BY _____



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: November 21, 2013
Re: Town Council Goal Setting Session

There will be an item on the November 26 Town Council agenda to discuss holding a Council Goal Setting Session (special meeting) on a Saturday in January 2014.

The Council will have the opportunity to discuss the date and format of the meeting. The agenda from the 2013 Goal Setting Session is attached for reference.

Attach.



John L. Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MAYOR STEPHEN WOODS

NEWINGTON TOWN COUNCIL **Indian Hill Country Club • 111 Golf Street, Newington**

January 26, 2013
9:00 a.m.

SPECIAL MEETING: GOAL SETTING SESSION

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. INTRODUCTION OF FACILITATORS (Phyllis Rizey & Paul Decelles, Decision Point)
- IV. PUBLIC PARTICIPATION: ON AGENDA
- V. OVERVIEW
 - A. Finance/Town Budget (Town Manager Salomone)
 - B. Economic Development (Andy Brecher, Economic Development Director)
 - C. Any Other Departmental Information/Topics to be Discussed (Town Manager Salomone)
- VI. FORMULATION OF SHORT-TERM GOALS
- VII. FORMULATION OF LONG-TERM GOALS
- VIII. RESOURCES REQUIRED TO ACCOMPLISH GOALS
- IX. SUMMARY AND NEXT STEPS
- X. PUBLIC PARTICIPATION: ON AGENDA
- XI. REMARKS
- XII. ADJOURNMENT

Note: The Council will break for lunch at 12:00 noon



John Salomone
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Office of the Town Clerk

Tanya D. Lane MMC
Town Clerk

Memorandum

To: John Salomone, Town Manager
From: Tanya Lane, Town Clerk 
Date: November 8, 2013
Re: Resignation: Paul Vessella—Zoning Board of Appeals & Development Commission

I am attaching a copy of the email communication received in the Town Clerk's office today from Paul Vessella. Mr. Vessella is resigning as an Alternate on the Zoning Board of Appeals. He was serving a term from 1/8/13 – 11/30/17. His resignation is effective November 12, 2013.

Mr. Vessella is also resigning as a member of the Development Commission, effective 11/12/13. Mr. Vessella was serving a term from 2/28/12 – 11/30/13.

Pursuant to §602 & §604 of the Newington Charter, the Town Council is the appointing authority.

DATE: November 8, 2013
TO: Tanya Lane, Town Clerk, Newington CT
FROM: Paul J. Vessella
SUBJECT: Resignations

Please be advised that I will be resigning my appointments to the Zoning Board of Appeals and Economic Development Commission effective November 12, 2013.

I will also be resigning as Vice Chairman of the Newington Republican Town Committee on that date.

RECEIVED & RECORDED IN
NEWINGTON LAND RECORDS

2013 NOV -8 A 11: 22

BY *Tanya Lane*
TOWN CLERK

AGENDA ITEM: VI.A.1. _____

DATE: 11-26-13 _____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby accepts the resignation of Paul Vessella a member of the Development Commission, in accordance with a communication dated November 8, 2013.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VI.A.2. _____

DATE: 11-26-13 _____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby makes the following appointment:

Development Commission

Name	Address	Party	Term	Replaces
			Immed. – 11/30/13	P. Vessella (res. 11/12/13)

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

(Note: please see resolution VI.C. for Development Commission vacancy for term beginning 12/1/13)

AGENDA ITEM: VI.B.1. _____

DATE: 11-26-13 _____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby accepts the resignation of Paul Vessella as an alternate member of the Zoning Board of Appeals, in accordance with a communication dated November 8, 2013.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VI.B.2. _____

DATE: 11-26-13 _____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby makes the following appointment:

Zoning Board of Appeals

Name	Address	Party	Term	Replaces
Alternate:			Immed. – 11/30/17	P. Vessella (res. 11/12/13)

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VIII.

DATE: 11-26-13

RESOLUTION NO.: _____

1. Affordable Age-Restricted Housing Study Committee

5 Members 3 NTC, 2 Public
Party Max.: 4
Remaining Members (public):
Committee not currently active

Name	Address	Party	Term	Replaces
			NTC Term	C. Castelle (term expired)
			NTC Term	S. McBride (term expired)
			NTC Term	D. Nagel (term expired)

2. Affordable Housing Monitoring Agency

5 Members – staggered 5 year terms
Party Max: 4
Remaining Members: 3 Dem., 1 Rep.
Committee not currently active

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/18	S. Braverman (term expires 11/30/13)
			Immed. – 11/30/17	Vacant

3. Commission on Aging and Disabled

9 Members – three year terms
Party Max: 6
Remaining Members: 6 Dem.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/16	K. Brecher (term expires 11/30/13)
			12/1/13 – 11/30/16	P. Hanbury (term expires 11/30/13)
			12/1/13 – 11/30/16	J. Nagel (term expires 11/30/13)

4. Board of Assessment Appeals

3 Members – four year terms
Party Max: 2
Remaining Members: 1 Rep.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/17	L. Califano (term expires 11/30/13)
			12/1/13 – 11/30/17	F. Callahan (term expires 11/30/13)

5. Balf-Town Committee

7 members, 2 NTC, 1 Env. Comm., 2 residents, 2 Balf Reps
 3 alternates
 Party Max: 5 regular, 2 alternates
 Remaining members (residents) 1 Dem., 1 Rep.
 Remaining alternates: 1 Dem., 1 Rep.

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	C. Castelle (term exp.)
NTC Rep:			NTC Term	B. DelBuono (term exp.)
Env. Comm Rep:			Env. Comm Term	M. Fox (term exp. 11/30/13)
Balf Rep:			Immed. – Indefinite	Vacant
Alternate:			Immed. – Indefinite	Vacant

6. Board of Education Roof Replacement PBC

5 Members, 3. NTC., 2 BOE.
 Party Max: 4

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	Vacant
NTC Rep:			NTC Term	C. Castelle (term expired)
NTC Rep:			NTC Term	M. Cohen (term expired)
BOE Rep:			BOE Term	D. Carson (term expired)
BOE Rep:			BOE Term	D. Tatem (term expired)

7. Building Code Board of Appeals

5 Members – 5 year terms
 Party Max: 4
 Remaining Members: 2 Dem., 1 Rep.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/18	V. Camilli (term exp. 11/30/13)
			Immed. – 11/30/17	Vacant

8. Capitol Region Council of Governments

Mayor is automatic appointment
 NTC & TPZ reps are Council appt.

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	T. Borjeson (term expired)
TPZ Rep:			TPZ Term	M. Camerota (term expired)

9. CCHD Board of Health

4 members – 3 year term
 Party Max: 3
 Remaining Members: 2 Dem., 1 Unaffiliated

Name	Address	Party	Term	Replaces
			Immed. – 11/30/2015	Vacant

10. CIP Committee

5 Members, 3. NTC., 2 BOE.
 Party Max: 4

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	T. Borjeson (term expired)
NTC Rep:			NTC Term	J. Bottalico (term expired)
NTC Rep:			NTC Term	M. Klett (term expired)
BOE Rep: Robert Tofeldt	15 Seventh Street	R	BOE Term	D. Carson (term expired)
BOE Rep: Marc Finkelstein	272 Candlewyck Drive	D	BOE Term	M. Finkelstein (term expired)

11. Committee on Community Safety

7 public members, 3 NTC Liaisons, 2 BOE Liaison, 1 Youth/Adult Council Liaison
 4 year term (public members)
 Party Max.: 9
 Remaining members (public): 1 Dem.

Name	Address	Party	Term	Replaces
Public Member:			Immed. – 11/30/14	Vacant
Public Member:			Immed. – 11/30/14	Vacant
Public Member:			Immed. – 11/30/14	Vacant
Public Member:			12/1/2013 – 11/30/2017	B. Feeney (term exp. 11/30/13)
Public Member:			12/1/2013 – 11/30/2017	T. Linteau (term exp. 11/30/13)
Public Member:			12/1/2013 – 11/30/2017	D. Tompkins (term exp. 11/30/13)
NTC Liaison:			NTC Term	Vacant
NTC Liaison:			NTC Term	Vacant
NTC Liaison:			NTC Term	Vacant
BOE Liaison: Elizabeth McDonald	56 Elton Drive	D	BOE Term	Vacant
BOE Liaison: Jane Siegal	57 Meadow View Court	R	BOE Term	Vacant
Youth/Adult Council Liaison:			Y/A Council Term	Vacant

12. Conservation Commission

7 Members, 3 Alternates
 4 year term - staggered
 Party Max.: 5 members, 2 alternates
 Remaining regular members: 2 Dem., 2 Rep.
 Remaining alternates: 1 Dem

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/17	P. Block (Term exp. 11/30/13)
			12/1/13 – 11/30/17	J. Igielski (Term exp. 11/30/13)
			12/1/13 – 11/30/17	P. Shapiro (Term exp. 11/30/13)
Alternate:			12/1/13 – 11/30/17	A. Paskewich (term exp. 11/30/13)
Alternate:			Immed. – 11/30/15	Vacant

13. Development Commission

9 Members, 3 Alternates
 3 year term - staggered
 Party Max.: 6 members, 2 alternates
 Remaining regular members: 5 Dem.
 Remaining alternates: 1 Dem

Name	Address	Party	Term	Replaces
			Immed. – 11/30/15	J. Marocchini (Elected to NTC 11/2013)
			12/1/13 – 11/30/17	M. Mnich (Term exp. 11/30/13)
			12/1/13 – 11/30/17	P. Vessella (Term exp. 11/30/13)
			Immed. – 11/30/14	Vacant
Alternate:			12/1/13 – 11/30/17	S. Marcinczyk (term exp. 11/30/13)
Alternate:			12/1/13 – 11/30/17	Vacant

14. Downtown Revitalization Committee

7 Members – 4 NTC, 3 Development Comm.
 Party Max.: 5

Name	Address	Party	Term	Replaces
NTC Rep.			NTC Term	J. Bottalico (term expired)
NTC Rep.			NTC Term	C. Castelle (term expired)
NTC Rep.			NTC Term	M. Cohen (term expired)
NTC Rep.			NTC Term	S. McBride (term expired)
Development Comm. Rep:			Development Comm. Term	Vacant
Development Comm. Rep:			Development Comm. Term	Vacant
Development Comm. Rep:			Development Comm. Term	Vacant

15. Employee Insurance and Pension Benefits Committee

9 members, 5 specialists, 2 NTC, 2 BOE
 2 alternates,
 2 year term (specialists)
 Party Max.: 6 members, 1 alternate
 Remaining members: 3 Rep., 4 Dem.
 Remaining alternates: 1 Rep.

Name	Address	Party	Term	Replaces
NTC Rep.			NTC Term	C. Castelle (term expired)
NTC Rep.			NTC Term	B. DelBuono (term expired)
BOE Rep. Paul Vessella	31 Northwood Road	R	BOE Term	J. Ancona Siegal (term expired)
BOE Rep. Sharon Braverman	39 Churchill Way	D	BOE Term	D. Tatem (term expired)
Specialist:			12/1/13 – 11/30/15	D. Doyle (term exp. 11/30/13)
Specialist:			12/1/13 – 11/30/15	J. Kehl (term exp. 11/30/13)
Specialist:			12/1/13 – 11/30/15	T. Sullivan (term exp. 11/30/13)
Specialist:			12/1/13 – 11/30/15	Vacant
Alternate:			Immed. – 11/30/2014	Vacant
Alternate:			Immed. – 11/30/2014	Vacant

16. Environmental Quality Commission

11 members, 2 Fire Dept., 1 NVA, 2 Industry, 6 Public
 2 NTC Liaisons
 2 year term (public)
 Party Max.: 8
 Remaining members: none

Name	Address	Party	Term	Replaces
Public Rep:			12/1/13 – 11/30/15	M. Camillo (term exp. 11/30/13)
Public Rep:			12/1/13 – 11/30/15	P. Foster (term exp. 11/30/13)
Public Rep:			12/1/13 – 11/30/15	M. Fox (term exp. 11/30/13)
Public Rep:			12/1/13 – 11/30/15	E. Horan (term exp. 11/30/13)
Public Rep:			12/1/13 – 11/30/15	P. Plavcan (term exp. 11/30/13)
Public Rep:			12/1/13 – 11/30/15	S. Ramstad (term exp. 11/30/13)
Industry Rep:			12/1/13 – 11/30/15	Vacant
Industry Rep:			12/1/13 – 11/30/15	Vacant
NTC Liaison:			NTC Term	Vacant
NTC Liaison:			NTC Term	Vacant
Fire Dept. Rep			12/1/13 – 11/30/15	Vacant

Fire Dept. Rep:			12/1/13 – 11/30/15	Vacant
NVA Rep:			12/1/13 – 11/30/15	G. Oleson (term exp. 11/30/13)

17. Board of Ethics

7 members, 2 Dem., 2 Rep., 3 Unaffiliated
 2 alternates
 4 year term (public)
 Remaining regular members: 1 Dem. 1 Rep.
 Remaining alternates: 1 Dem.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/17	M. Camilli (term exp. 11/30/13)
			12/1/13 – 11/30/17	F. Marci (term exp. 11/30/13)
			12/1/13 – 11/30/17	A. Skidgell (term exp. 11/30/13)
			Immed – 11/30/16	Vacant
			Immed – 11/30/16	Vacant
Alternate:			Immed – 11/30/16	Vacant

18. Fair Rent Commission

5 members, 2 Tenants, 2 Landlords, 1 Elector
 3 alternates, 1 Tenants, 1 Landlord, 1 Elector
 2 year term
 Party Max: 4 members, 2 alternates
 Remaining regular members: 1 Dem.
 Remaining alternates: none

Name	Address	Party	Term	Replaces
Dwelling Unit Tenant:			12/1/13 – 11/30/15	A. Ekstrom (term exp. 11/30/13)
Dwelling Unit Tenant:			12/1/13 – 11/30/15	Vacant
Dwelling Unit Landlord:			12/1/13 – 11/30/15	D. Woods (term exp. 11/30/13)
Dwelling Unit Landlord:			12/1/13 – 11/30/15	L. Woods (term exp. 11/30/13)
Dwelling Unit Landlord:			Immed. – 11/40/14	Vacant
Alternate Elector:			12/1/13 – 11/30/15	Vacant

19. Newington Housing Authority

5 members
 5 year term
 Party Max: 4
 Remaining members: 3 Dem.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/18	R. Golden (term exp. 11/30/13)
			Immed. – 11/30/17	Vacant

20. Open Space Committee

11 members
Party Max.: 7
2-NTC, 2-TPZ, 2-Conservation Comm., 5-public

Name	Address	Party	Term	Replaces

21. Human Rights Commission

9 members
3 year term
Party max: 6
Remaining regular members: 5 Dem.

Name	Address	Party	Term	Replaces
			Immed. – 11/30/15	A. Baume (Elected to NTC 11/2013)
			12/1/13 – 11/30/16	T. Manke (term exp. 11/30/13)
			12/1/13 – 11/30/16	J. Suchocki (term exp. 11/30/13)
			Immed – 11/30/15	Vacant

22. Library Board

6 appointed members (plus 9 corp. trustees)
6 year term
Party max: 4
Remaining regular members: 4 Dem.

Name	Address	Party	Term	Replaces
			12/1/13 - 11/30/19	E. Vessella (term exp. 11/30/13)
			12/1/13 – 11/30/19	T. Walker (term exp. 11/30/13)

23. Newington School Career Technical Program Renovation PBC

3 Members, 2 NTC., 1 BOE.
Party Max: 2

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	J. Bottalico (term expired)
NTC Rep:			NTC Term	C Castelle (term expired)
BOE Rep: Marc Finkelstein	272 Candlewyck Drive	D	BOE Term	D. Tatem (term expired)

24. Open Space Committee

11 members, 2 NTC, 2 TPZ, 2 Conservation Comm., 5 Public
 4 year term (public)
 Party Max.: 7
 Remaining members: 2 Rep.

Name	Address	Party	Term	Replaces
Public Rep:			12/1/13 – 11/30/17	B. Conway (term exp. 11/30/13)
Public Rep:			12/1/13 – 11/30/17	C. Wojtowicz (term exp. 11/30/13)
Public Rep:			12/1/13 – 11/30/17	Vacant
Public Rep:			Immed. – 11/30/14	Vacant
NTC Rep:			NTC Term	D. Nagel (term expired)
NTC Rep:			NTC Term	Vacant
Conservation Comm Rep:			Cons. Comm. Term	P. Block (term expires 11/30/13)
Conservation Comm Rep:			Cons. Comm. Term	P. Block (term expires 11/30/13)
TPZ Rep:			TPZ Term	Vacant

25. Board of Parks and Recreation

11 members
 4 year term
 Party Max.: 8
 Remaining members: 2 Dem., 2 Rep.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/17	E. Francolino (term exp. 11/30/13)
			12/1/13 – 11/30/17	E. Marchion (term exp. 11/30/13)
			Immed.– 11/30/15	J. Marocchini (elected to NTC 11/2013)
			12/1/13 – 11/30/17	M. Udice (term exp. 11/30/13)
			12/1/13 – 11/30/17	D. Woods (term exp. 11/30/13)
			12/1/13 – 11/30/17	K. Zolad (term exp. 11/30/13)
			Immed. – 11/30/15	Vacant

26. School Code Compliance Committee

5 Members, 3. NTC., 2 BOE.
 Party Max: 4

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	M. Cohen (term expired)
NTC Rep:			NTC Term	D. Nagel (term expired)
NTC Rep:			NTC Term	M. Klett (term expired)

BOE Rep: Scott Soares	120 Webster Court	D	BOE Term	M. Finkelstein (term expired)
BOE Rep: Robert Tofeldt	15 Seventh Street	R	BOE Term	N. Petronio (term expired)

27. School Improvements Project Building Committee

7 Members, 2. NTC., 2 BOE., 3 Public
 Party Max: 5
 Remaining Members (public): 3 Dem.

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	Vacant
NTC Rep:			NTC Term	Vacant
BOE Rep. Robert Tofeldt	15 Seventh Street	R	BOE Term	D. Carson (term expired)
BOE Rep: Scott Soares	120 Webster Court	D	BOE Term	D. Tatem (term expired)

28. Senior & Disabled Center Roof Replacement PBC

5 Members, 3. NTC., Comm. On Aging & Disabled.
 Party Max: 4

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	C. Castelle (term expired)
NTC Rep:			NTC Term	M. Cohen (term expired)
NTC Rep:			NTC Term	D. Nagel (term expired)

29. Standing Insurance Committee

9 members, 2 NTC, 2 BOE, 2 Casualty/Claim or Engineering, 3 Underwriters
 2 alternates
 2 year term
 Party Max.: 6
 Remaining members: 3 Dem.

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	C. Castelle (term expired)
NTC Rep:			NTC Term	D. Nagel (term expired)
BOE Rep: Sharon Braverman	39 Churchill Way		BOE Term	S. Braverman (term expired)
BOE Rep. Paul Vessella	31 Northwood Road	R	BOE Term	J. Ancona Siegel (term expired)
Underwriter:			Immed. – 11/30/14	Vacant
Casualty/Claim/ Engineering:			Immed. – 11/30/14	Vacant

30. Town Hall Renovation Project Building Committee

7 Members, 3. NTC., 2 BOE., 2 P&R
 Party Max: 5
 Remaining Members (P&R): 2 Rep.

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	M. Cohen (term expired)
NTC Rep:			NTC Term	B. DelBuono (term expired)
NTC Rep:			NTC Term	S. McBride (term expired)
BOE Rep: Scott Soares	120 Webster Court	D	BOE Term	S. Braverman (term expired)
BOE Rep: Paul Vesella	31 Northwood Road	R	BOE Term	P. Raynock (term expired)

31. Town Plan & Zoning Commission

7 Members, 3 Alternates
 Party Max: 5 Regular, 2 Alternates
 4 Year Term
 Remaining Regular Members: 2 Dem., 2 Rep.
 Remaining Alternates: 1 Dem.

Name	Address	Party	Term	Replaces
			12/1/2013 – 11/30/2017	C. Anest (term exp. 11/30/13)
			12/1/2013 – 11/30/2017	M. Camerota (term exp. 11/30/13)
			12/1/2013 – 11/30/2017	Vacant
Alternate:			12/1/2013 – 11/30/2017	A. Ekstrom (term exp. 11/30/13)
Alternate:			Immed. – 11/30/15	Vacant

32. Tri-Town Community Cable Access

3 Members
 3 Year Term
 Party Max: 2
 Remaining Members: 1 Dem.

Name	Address	Party	Term	Replaces
			Immed. – 11/30/15	Vacant
			12/1/2013 – 11/30/2017	Vacant

33. Vehicle Appeals Board

3 Members, 2 Alternates
 Party Max: 2 Regular
 2 Year Term

Name	Address	Party	Term	Replaces
			12/1/2013 – 11/30/2015	J. Igielski (term exp. 11/30/13)
			12/1/2013 –	D. Woods (term exp.)

			11/30/2015	11/30/13)
			12/1/2013 – 11/30/2015	Vacant
Alternate:			12/1/2013 – 11/30/2015	Vacant
Alternate:			Immed. – 11/30/15	Vacant

34. West Meadow Cemetery Expansion Project Building Committee

5 Members, 2. NTC., 3 Public
 Party Max: 4
 Indefinite term for public members

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	M. Cohen (Term Exp. 11/15/11)
NTC Rep:			NTC Term	D. Nagel (Term Exp. 11/15/11)

35. Zoning Board of Appeals

5 Members, 3 Alternates
 Party Max: 4 Regular, 2 Alternates
 5 year term
 Remaining regular members: 3. Dem, 1 Rep.
 Remaining alternates: 2 Rep.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/18	S. Soares (term exp. 11/30/13)
Alternate:			Immed. – 11/30/15	Vacant

Subcommittees of the Newington Town Council (3 Members, NTC Term, Party Max: 2)

Audit Committee

- 1.
- 2.
- 3.

Facilities Naming Subcommittee

- 1.
- 2.
- 3.

IHCC

- 1.
- 2.
- 3.

Town Council Rules Subcommittee

- 1.
- 2.
- 3.

Town Manager Evaluation Subcommittee

- 1.
- 2.
- 3.

MOTION BY: _____
SECONDED BY: _____ VOTE: _____

AGENDA ITEM: VII

DATE: 11-26-13

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$4,901.51 are hereby approved in the individual amounts and for those named on the "Requests for Refund of an Overpayment of Taxes," certified by the Revenue Collector, a list of which is attached to this resolution.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

TAX REFUNDS – November 26, 2013

Sharon or Paul Schultz 241 West Hill Road, Apt. 1A Newington, CT 06111	\$304.71
Nissan Infiniti-LT P.O. Box 650214 Dallas, TX 75264-0214	\$1,039.63
John Reinbold 38 Briarwood Road Newington, CT 06111	\$56.87
Gregory Gioia 4-S Park Place, Apt. 16 Cromwell, CT 06416	\$63.00
Toyota Motor Credit Corp. 19001 S. Western Ave. Attn: Product Operations WF 21 Torrance, CA 90509	\$490.83
RSJSL LLC 1018 Main St. Newington, CT 06111	\$241.46
JP Morgan Chase 900 Stewart Ave. NY2-S503 Attn: Constance Garden City, NY 11530	\$112.56
Ally Financial Louisville PPC P.O. Box 9001951 Louisville, KY 40290-1951	\$151.17
Michael Krueger 1299 West 5 th St. Tempe, AZ 85281	\$16.81
Toyota Motor Credit Corp. 19001 S. Western Ave. Attn: Product Operations WF 21 Torrance, CA 90509	\$400.87
BMW Financial Services 5550 Britton Pkwy. Attn: Tax Hilliard, OH 43026	\$165.06
Toyota Motor Credit Corp. 19001 S. Western Ave. Attn: Product Operations WF-21 Torrance, CA 90509	\$404.30
Christopher Publise 99 Faith Road Newington, CT 06111	\$16.82
Nissan Infiniti – LT Tax Operations P.O. Box 650214 Dallas, TX 75265-0214	\$493.73

TAX REFUNDS – November 26, 2013

Toyota Motor Credit Corp. 19001 S. Western Avenue Attn: Product Operations WF21 Torrance, CA 90509	\$174.04
Ally Financial Louisville PPC P.O. Box 9001951 Louisville,, KY 40290-1951	\$769.65
Total	\$4,901.51